

# AGREEMENT

Between

Linn-Mar Community School District

And

Linn-Mar Secretarial  
and  
Educational Assistant  
Association

Effective July 1, 2006 - June 30, 2008

Negotiated Agreement  
2006-2008

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SECRETARIAL-EDUCATIONAL ASSISTANTS  
SCHEDULE A

**SALARY SCHEDULE**

	<b>I</b>	<b>II and III</b>	<b>IV</b>
<u>Step</u>	<u>Ed. Assistant</u>	Health Asst., Special Ed. and One-on-One <u>Ed. Assistant</u>	<u>Secretary</u>
1.	\$8.69	\$9.19	\$9.29
2.	8.91	9.41	9.53
3.	9.14	9.64	9.79
4.	9.39	9.89	10.05
5.	9.64	10.14	10.22
6.	9.89	10.39	10.39
7.	10.05	10.55	10.57
8.	10.24	10.74	10.77
9.	10.40	10.90	10.97
10.	10.57	11.07	11.18

NOTE: Placement on this salary schedule does not reflect the number of years worked at Linn-Mar.

Employees not placed on this salary schedule will receive the applicable per hour increase for 2006-2007.

SUPPLEMENTAL PAY

Secretaries who have completed at least three (3) years of employment with the School District may be recommended for supplemental pay of up to \$ .30 per hour by their supervisors. Supplemental pay may be granted at the discretion of the School District based upon the employee's duties, experience, skills, abilities and performance.

## ARTICLE 1

### RECOGNITION AND DEFINITIONS

#### A. UNIT

The Linn-Mar Community School District hereby recognizes the Linn-Mar Secretarial and Educational Assistant Association as the certified, exclusive bargaining representative for all personnel employed by the school district as set for in the PERB certification instrument (Case #1256) issued by the PERB on NOVEMBER 7, 1978. This shall include all such personnel on an authorized leave of absence.

The unit described in the above certification is as follows:

INCLUDED: Clerk Typist, Educational Assistants, Media Technicians, Switchboard Operator, Guidance Secretary, Building Secretaries, Directors' Secretaries, Coordinators' Secretaries.

EXCLUDED: Temporary employees, Payroll Bookkeepers, Secretary to the Associate Superintendent, Secretary to the Superintendent, Recording Secretary to the Board of Directors, Secretary to the Human Resources Administrator/Director, General Bookkeepers, Student Services Secretary and all employees under Section 4 of the Act.

#### B. DEFINITIONS

1. The term "school district," as used in this Agreement, shall mean the Linn-Mar Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term "Association," as used in this Agreement, shall mean the Linn-Mar Secretarial and Educational Assistant Association, or its duly authorized representatives.
3. The term "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section "A" of this Article.
4. The term "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work 35 or more hours per week and at least 9 months per year.
5. The term "regular part-time employee," as used in the Agreement, shall mean all persons who regularly work less than 35 hours per week and at least 9 months per year. Employees working less than 20 hours per week will not be eligible for employee benefits with the exception of leave as outlined in Article 5 of this agreement.

## ARTICLE 2

### WORKDAY AND WORKWEEK

#### A. WORKDAY

The specific work hours for each employee may vary according to the needs of the school district. The hours shall be designated by the responsible administrator, or designee.

#### B. WORKWEEK

The "regular workweek" shall consist of five (5) days. All employees shall perform services on those days, as determined by the district to be workdays.

#### C. EARLY DISMISSAL

On early dismissal days before a holiday, classified employees covered by this agreement working in school buildings, shall be allowed to leave one-half (½) hour after the students, without loss of pay.

#### D. INCLEMENT WEATHER

In the event that school starts late because of inclement weather employees working in student attendance centers, upon administrator approval, shall have the option of making up scheduled time missed within five (5) working days. Make up time shall not generate overtime (over 40 hours).

In the event that school is dismissed early because of inclement weather and certified staff members are allowed to leave early on those days, classified employees covered by this agreement will also be allowed to leave one-half (½) hour after the students, except for the building secretary and the district switchboard operator, who will be allowed to leave one (1) hour after the students have been dismissed or at the end of the employee's normal work day whichever occurs first. This will be without loss of pay. This paragraph does not apply to the Switchboard Operator, the Transportation Secretary or the Buildings & Grounds Secretary.

In the event of loss of electrical power, employees may leave at the time of the shut-down. Employees who elect to leave early shall consult with their supervisor regarding which of the following options they will use to accommodate changes in their hours:

1. take the time with no pay;
2. use one of the leaves allowed in this agreement;
3. with supervisor approval, "trade" the time.

## ARTICLE 3

### BASIC COMPENSATION

#### A. RATES OF PAY

The rates of pay reflected in Schedule A, attached hereto, shall be a part of this Agreement.

#### B. PAY INCREASES

Employees providing satisfactory service shall be moved one step at the completion of each full year of employment unless otherwise agreed by both parties in the applicable collective bargaining agreement. The administration reserves the right to withhold the step increase. Any staff member employed on or before January 15, who completes the work year, is eligible for consideration for a step increase.

#### C. HIRING AND PLACEMENT OF EMPLOYEES

At the time of employment, the initial salary placement shall be determined by the administration. Credit may be given for outside related experience. Any such credit given must be approved in advance by the Superintendent or designee.

#### D. METHOD OF PAYMENT

Paydays shall be established by the payroll department prior to the beginning of each work year. All full-time and part-time employees will be paid off actual time worked.

#### E. INSERVICE CREDIT

Effective July 1, 1989, an employee may advance a maximum of one additional step on the salary schedule by earning credits through approved, job-related inservice or college courses. In order to receive credit, prior approval must be obtained from the Building Principal, Business Administrator, and/or Superintendent. Normally, fifteen (15) contact hours will constitute one (1) credit and six (6) credits will be required for the additional step movement. Evidence of successful completion and application of course work will be required.

## ARTICLE 4

### GROUP INSURANCE

The School District shall provide:

1. A Level 1 Salary Reduction Plan shall be available for all full-time and part-time employees. The plan shall require employees to elect single or family health insurance, including DXL. The District's contribution shall be \$235.00 per month for each full-time employee that takes at least the equivalent to the cost of the lowest insurance plan offered. Any premium in excess of that amount shall be paid through salary reduction. (The premium conversion feature of the plan shall permit an employee to convert insurance contributions from after tax payroll deduction to pre-tax salary reduction.) A benefit specification form will be required from each employee. Employees choosing not to participate in the Linn-Mar Health and Major Medical Insurance Group shall sign documents holding the Linn-Mar District harmless in the event of unpaid medical losses. Coverage periods and dates of premium payments necessary for such coverage shall be determined by the insurance carrier. The District will contribute, on a monthly basis, \$135.00 toward a TSA in the employee's name for those full time employees who do not take the District offered health insurance.  
  
Part-time employees may elect Health & DXL insurance with the full cost to be paid by the employee through payroll deduction.
2. Full-time and part-time employees shall have the option of participating in the District Dental Insurance Plan at the employee's expense through payroll deduction.
3. Provide \$15,000.00 term life insurance for full-time personnel.
4. Provide each full-time employee with a long-term disability insurance program with terms and conditions for coverage specified by the carrier.
5. In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier. The district shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier. Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employee's contracted salary daily rate.

ARTICLE 5  
LEAVES OF ABSENCE

A. SICK LEAVE

Employees shall be granted sick leave for personal illness with full pay on the following basis:

a) The first year of employment	10 days
b) The second year of employment	11 days
c) The third year of employment	12 days
d) The fourth year of employment	13 days
e) The fifth year of employment	14 days
f) The sixth year of employment and each subsequent year of employment	15 days

The full amount of sick leave specified above shall be available at the beginning of each contract year, except that it shall be prorated for new employees who start work after the beginning of their normal work year.

A "day" of sick leave for a part-time employee shall be prorated, based on the employee's scheduled contract hours; e.g., an employee who works twenty hours per week shall receive 4 hours of pay for each "day" of sick leave.

Sick leave may be accumulated to a maximum of 90 days for part-time employees and 125 days for full-time employees. The employee may be requested to provide a certificate of medical documentation in accordance with Chapter 279.40 of the Code of Iowa. In cases involving Workers' Compensation, no individual shall receive more in payment during a period of disability than his/her current salary.

B. IMMEDIATE FAMILY ILLNESS LEAVE

Full-time personnel shall be granted a leave of absence at full pay for illness in the immediate family (spouse, children, parent) not to exceed three (3) days per year. This leave does not accumulate. If additional days are needed, they will be deducted from personal illness leave. Part-time personnel shall be granted three (3) pro-rata family illness days.

C. FUNERAL LEAVE

Personnel shall be granted a leave of absence at full pay in case of death in the immediate family (husband, wife, son, daughter) at the rate of five days per death. For father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, son-in-law, and daughter in-law up to five (5) days will be allowed when necessary.



In case of death of other relatives, up to two days (2) of absence with full pay may be granted when necessary. It is conceivable that the death of some person other than those indicated above may warrant the same or similar treatment as those listed for one of the above categories. Such cases will be considered on an individual basis by the building administrator.

Payment for funeral leave will be prorated for part-time personnel. No death leave is accumulative. Personnel may choose to use less than all of the funeral leave that they would be entitled to under the provisions of this article.

D. PERSONAL LEAVE

Full-time personnel may be granted two (2) days of personal leave for needs which cannot be accommodated during regular time off. An employee planning to use personal leave shall request leave from his/her immediate supervisor at least one week in advance except in cases of emergency. Restrictions shall be imposed by administration if personal leave would disrupt the operations of the District. On a day before or after a holiday or vacation or Monday and Friday the last 4 weeks of the school year, the number of personal leave day requests shall not exceed 5% of the total of classified staff in the building for the specified days. The 5% allocation will be based on the number of classified staff in each school on the last working day of September. Building and guidance secretaries at the same location may not take personal days on the same day. Such leave does not accumulate. Part-time personnel may be granted one (1) pro-rata day of personal leave.

E. PROFESSIONAL LEAVE

An employee shall be eligible to make application, in writing, to the superintendent or designee for professional leave to attend job-related conferences or workshops without loss of pay.

F. JURY DUTY

An employee called for jury duty shall receive full salary compensation less the amount of money paid to him/her for such duty.

G. FAMILY AND MEDICAL LEAVE

Linn-Mar shall provide family and medical leave according to provisions of Board Policy 404.12. A copy of the policy is available in all buildings.

H. MILITARY LEAVE

Military leave shall be granted in accordance with applicable Federal and State laws.

I. LEAVE WITHOUT PAY

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may or may not be granted for reasons as deemed appropriate by the Superintendent or designee.

## ARTICLE 6

### HOLIDAYS

Employees shall receive paid holidays as follows:

Part-time employees shall receive the following three paid holidays: Thanksgiving Day, the following Friday and Christmas Day.

All full-time school year employees shall receive the following five paid holidays: Labor Day, Thanksgiving Day, the following Friday, Christmas Day and Memorial Day.

Full-time employees working 225 days or more per year shall also receive the Fourth of July as a paid holiday.

Full-time employees working 256 days or more per year shall also receive Christmas Eve, New Year's Eve and New Year's Day as paid holidays.

To be eligible for holiday pay, an employee must:

1. have been employed at least 30 calendar days prior to the holiday.
2. work the workday before and the workday after the holiday.

This condition shall not prevent payment of holiday pay to an employee who has worked for the district at any time within 30 calendar days prior to the holiday, and who is absent on either, or both such workdays due to confinement in a hospital, death in family, jury duty, verified personal illness, or is on regular scheduled vacation.

ARTICLE 7

VACATIONS

PAID VACATIONS: FULL-TIME PERSONNEL: Contract days must equal 225 days per year and a minimum of 35 hours per week, to qualify for this benefit.

YEARS OF EMPLOYMENT

DAYS OF VACATION

1-5	10
6	11
7	12
8	13
9	14
10 - 14	15
15 or more years	16

## ARTICLE 8

### HEALTH PROVISIONS

#### PHYSICAL EXAMINATION

All employees are required to have a physical examination and tuberculin screen for initial employment at the District's designated provider. The cost of the examination/screen is paid by the District. Those employees who are positive reactors or allergic to the tuberculin test will be requested to file the results of a chest X-ray. Upon verification by the physician or the school nurse that an X-ray is required, the employee will be reimbursed for the X-ray cost.

#### WELLNESS

Employees covered by this agreement who take retirement and have completed at least 10 consecutive years of service in the Linn-Mar School District shall be eligible to participate in the District Wellness Program.

## ARTICLE 9

### GRIEVANCE PROCEDURE

The grievance procedure established herein shall be used for the purpose of orderly negotiation between the parties concerning all claims, disputes or other matters, contained in this agreement, subject to collective bargaining between the parties, during the term of this agreement.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of the alleged grievance. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

#### Step One

Within (5) working days after the occurrence or knowledge of the situation, condition, or action of management giving rise to the grievance, the aggrieved shall make it known to his/her immediate supervisor at a Step I meeting.

The aggrieved and the supervisor shall discuss the situation in a location away from a stream of traffic and routine place of work. The aggrieved shall clearly state that he/she is pursuing settlement of a grievance.

After the supervisor has been properly and thoroughly informed of the grievance, he/she will have (5) five working days to take appropriate action.

#### Step Two

If the grievance is not resolved within (5) five working days after informing the supervisor at the Step I meeting, the aggrieved may reduce the grievance to writing and submit it to his/her immediate supervisor for appropriate action.

#### Step Three

If the grievance is not resolved with the Step II written answer, the grievant may file a copy of the written form of the grievance with the Business Administrator. The Business Administrator may schedule a meeting related to the grievance to be held within (5) working days after the date of meeting or after receipt of the written grievance, if there is no meeting, submit a written answer to the grievance.

#### Step Four

If the grievance is not resolved satisfactorily at Step III, it shall be reviewed by the Association to determine if there shall be a fourth step of impartial binding arbitration.

If a demand for arbitration is not filed within twenty (20) working days of the Step III reply then the grievance will be deemed settled on the basis of the Step III answer. Grievances which have been proceeded through Step III of this procedure and only such grievances shall be submitted to arbitration as provided below.

Grievance Procedure (continued)

The Association shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days said notice is given. If the two parties fail to reach agreement on an arbitrator within five

(5) working days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name and shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one name. The person whose name remains shall be the arbitrator.

The decision of the arbitrator shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of grievances arising hereunder.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

GRIEVANCE FORM

\_\_\_\_\_  
Certified Employee Unit

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Number

\_\_\_\_\_  
Building and Department

Distribution of Form:

1. Certified Employee Unit
2. Employee
3. Appropriate Supervisor
4. Business Administrator

STEP II

A. Date Violation Occurred \_\_\_\_\_

B. Date Level I Meeting Held \_\_\_\_\_

C. Parties Present at Level I Meeting \_\_\_\_\_

D. Section(s) of Agreement Violated \_\_\_\_\_

E. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Disposition by Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

H. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

A. \_\_\_\_\_  
Signature of Grievant Date Received by Business  
Administrator

B. Disposition by Business \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Business Administrator Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date



## ARTICLE 10

### MISCELLANEOUS

#### A. Job Posting and Bidding

A job opening exists after the employer has exercised the right of transfer, promotion, and/or assignment. All full-time, and part-time jobs will be posted for bids throughout district facilities five (5) days prior to the position being filled. The employer maintains the right to prescribe the qualifications necessary for each posted open job and selection will be on the basis of qualifications.

An employee who bids to a posted job and fails to perform the job, or to show potential for qualifying within the training period which shall be 60 working days, shall be disqualified from that job.

An employee who is awarded a posted job in a different classification column shall be placed on the step relative to previous background and experience as determined by the responsible administrator.

#### B. Staff Reduction

If a reduction in force becomes necessary, the affected employee(s) will be given two (2) weeks written notice.

Staff reduction, will be based on skills, abilities, competency and seniority by classification, by building within the School District. The District may override seniority to maintain selected programs or to retain specific job skills, abilities and competencies as required by the building administrator.

If an opening occurs in the areas affected by the reduction within twelve (12) months of the date of reduction, those employees on staff reduction will be given first consideration for recall based on the needs of the School District as determined by the Administration.

An employee who rejects consideration for a similar opening (duties/hours/pay) will lose his/her status as an employee.

An employee, who fails to return to work, if recalled, within ten (10) working days after being notified by certified mail to the employee's last known address shall lose his/her status as an employee.

Acceptance of a recall shall be in writing and sent by certified mail or hand delivered to the Superintendent's Office and received by him within ten (10) working days of receipt of the recall notice or the position shall be irrebuttably presumed rejected.

#### C. Evaluations

Employees shall be evaluated as follows: New employees (new to a position) shall be evaluated after 60 days; then after the first year, and annually thereafter.

## ARTICLE 11

### COMPLIANCE CLAUSES AND DURATION

#### A. Severability

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

#### B. Finality

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

#### C. Term

This Agreement shall be effective July 1, 2006, and shall continue in effect until June 30, 2008.

#### D. Signature Clauses

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives and their signature placed thereof, all on the 25th day of July, 2006.

LINN-MAR SECRETARIAL &  
EDUCATIONAL ASSISTANT  
ASSOCIATION

By Henry S. Kiehl  
President

By Colin A. Robinson  
Chief Negotiator

LINN-MAR COMMUNITY SCHOOL  
DISTRICT  
in the county of Linn, State of Iowa.

By Kathleen S. Mullholand  
Superintendent

By Karen Christian  
Chief Negotiator

MEMORANDA OF AGREEMENT

LINN-MAR BOARD OF EDUCATION

LINN-MAR SECRETARIAL AND EDUCATIONAL ASSISTANT ASSOCIATION

The following pages represent memoranda of agreement reached during negotiations between the Linn-Mar Board of Education and the Linn-Mar Secretarial and Educational Assistant Association for the 1979-80 contract year.

These agreements are outside the negotiated master agreement, and are not subject to the grievance procedure.

Unless otherwise indicated, these memoranda of agreement are to remain in effect for the contract years as referred to on Page 17, Article 11 - C.

## MEMORANDUM OF AGREEMENT I

Subject: IMPASSE PROCEDURE

The Impasse Procedure shown herein was negotiated by the parties for the 1979-1980 contract year, and is to remain in effect for subsequent years unless either party requests that it be renegotiated.

### IMPASSE PROCEDURE

#### A. Impasse Procedure

1. In the event the District and the Association shall at any time reach an impasse (impasse shall mean the failure to reach an agreement in the course of negotiations), or if agreement has not been reached 120 calendar days before the District's budget certification date, either party may declare an impasse exists on the specifically defined impasse items. Both parties will send official notification of the impasse to the Public Employment Relations Board (PERB). That official notification shall include the expected date when mediation will begin. Nothing in the following impasse procedure shall preclude either party from presenting, in the interest of reaching agreement, a proposal at any state in the proceeding.

#### B. Mediation

1. At the time the official notification of impasse is transmitted to the PERB, a request shall be made to the Federal Mediation and Conciliation Service to designate a mediator. If a mediator from this source is not available within five (5) days after the request is made, either party may request the PERB to appoint a mediator. Copies of this request shall be transmitted to the other party. Both parties shall continue bargaining until a mediator is appointed.
2. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute. The mediator may not compel the parties to agree, and shall have the right to direct the parties to continue negotiations on any of the impasse items.
3. The mediator shall make no public statements on the negotiation issues or public statement of findings of fact in connection with the performance of his or her service, nor any public statements evaluating the relative merits of the positions of the parties except by mutual agreement of the parties.

C. Arbitration

1. If an impasse persists 60 days after a mediator has initially met with the parties, the parties may continue to negotiate or, either party may call for final offer arbitration which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served to the other party and to the PERB.
2. The parties shall attempt to agree upon single arbitrator. If agreement on the arbitrator is not reached within three (3) days after the call for final offer arbitration, either party may request a list of five arbitrators from the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) calendar days and by alternate turns each the parties shall remove additional names. Each party shall be allowed one day to remove each name. The person whose name last remains on the list shall be the arbitrator.
3. The Board and Association shall submit to the arbitrator within four (4) days of notification by the arbitrator, a final offer on each specific impasse item. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the arbitrator. Should the parties reach agreement on an impasse item they shall immediately report their agreement to the arbitrator. The arbitrator shall add the agreed upon terms to the collective bargaining contract and shall no longer consider the final offers of the parties on the impasse item.
4. The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision or settlement.

5. The arbitrator shall consider, in addition to other relevant factors the following:
  - A. Past agreements between the parties including the negotiations that led up to such agreements;
  - B. Comparison of wages, hours and conditions of employment of the involved employees with those of other employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved;

- C. The interest and welfare of the public, and the ability of the employer to finance economic adjustments, and the effect of such adjustments on the normal standard of service;
  - D. The power of the public employer to levy taxes and appropriate funds for the conduct of its operation.
6. Within fifteen (15) days after the first meeting, the arbitrator shall select the most reasonable offer, in his judgment, of the final offers on each impasse item submitted by the parties. The arbitrator shall give written explanation for the selection of offers and inform the parties of the decision. The selections by the arbitrator and the items previously agreed upon by the Board and the Association shall be deemed to be by the collective bargaining agreement between the parties.

E. Costs

1. All costs for mediation, and arbitration shall be borne equally by the District and the Association, except the cost of any representatives of each party shall be borne by that party.

## MEMORANDUM OF AGREEMENT II

### ASSOCIATION RIGHTS

#### 1. Use of Facilities

The Association shall have the right to hold a reasonable number of meetings on school district property before or after regular work hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expense to the District resulting from such meetings will be borne by the Association. All such meetings will be scheduled with the approval of the building principal.

Two (2) meetings a year, arranged in advance, with approval of the Superintendent, may be held at 3:45 p.m. at which time employees shall be excused from work duties for the sole purpose of attending said meetings.

#### 2. Communications

The Association shall have the right to post notices, approved and initialed by the Principal or designee, of activities and matters of Association concern on employee bulletin boards, in areas designated for employee use such as employee lounges, but not in areas open to the public or students. The association may use the employee mailboxes for communication to employees for a reasonable volume of communications to employees.

#### 3. Access to Members

Duly authorized representatives of the Association, so designated on a list provided to the Business Administrator at the beginning of each school year, shall be permitted to transact official Association business if the nature of the business and the amount of time anticipated for such business is made known to the Principal or designee prior to approval. This business shall not interfere with or interrupt normal school operations.

#### 4. Information

The Association shall be furnished on request, regularly and routinely prepared information concerning the financial condition of the school, including annual financial report and adopted budget. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

## MEMORANDUM OF AGREEMENT III

The district is receiving funding from Medicaid to be used in the health care of Linn-Mar students. Pursuant to this end, the district health ed. assistants would receive a pay adjustment of \$0.50 per hour in addition to their regular pay contained in the negotiated agreement. This would commence on July 1, 2000, and would continue on a year-to-year status based on continued receipt of funding from the Medicaid Program.

Also, under this memorandum, those employees who are special education assistants engaged in a one-on-one assignment with a special education student will receive \$0.50 per hour in addition to their regular pay contained in the negotiated agreement.

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For the Association

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For the District

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Date

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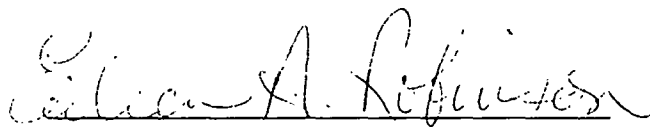
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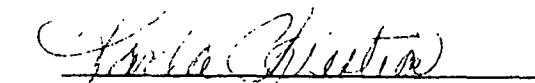


2006-2007

MEMORANDUM OF AGREEMENT IV

The district will implement two (2) times a month paychecks for the Secretarial and Educational Assistant Association to begin the 2006-2007 school year.

  
For the Association

  
For the District

7-20-06  
Date

7-20-06  
Date